

Standard operating procedure for warranty management and claims settlement of solar photovoltaic modules

The Ministry of New and Renewable Energy, *vide* Office Memorandum (“OM”) dated May 6, 2026, notified the procedure for warranty management and claims settlement for solar Photovoltaic (“PV”) modules installed under Distributed Renewable Energy (“DRE”) schemes such as *PM Surya Ghar: Muft Bijli Yojana*, *PM KUSUM*, New Solar Power Scheme. This OM seeks to formalise the warranty management obligations that were previously governed by divergent manufacturer-specific practices and introduces a standardised framework for handling warranty obligations and dispute resolution.

The solar PV manufacturers participating directly in such DRE schemes or manufacturers supplying solar modules to such entities that have intimated the relevant manufacturers in writing that the solar modules will be installed under the DRE schemes will have to adhere to the provisions of the OM issued.

Some of the salient features of the OM are summarised below:

1. **Limited product and power output warranty:** Manufacturers would be required to ensure that the solar modules remain free from defects in design, materials, workmanship, or manufacturing for a minimum standardised warranty period of 10 (ten) years from the ‘Warranty Commencement Date’¹. The solar modules must also maintain a minimum power output warranty as per the standard test conditions for a period of 25 (twenty-five) years from the ‘Warranty Commencement Date’.
2. **Testing and commissioning protocol:** Manufacturers must carry out standardised testing of solar modules, either at the stage of installation or commissioning of the solar system, (or upon the invocation of warranty claims), in accordance with the testing protocols and laboratory requirements prescribed under the OM. The testing must be conducted through National Accreditation Board for Testing and Calibration Laboratories - accredited laboratories.
3. **Warranty exclusions:** The OM sets out certain warranty exclusions for which the solar module manufacturers would not be liable for replacement, repair, or compensation claims. These exclusions include:
 - a) non-compliance with the manufacturer's installation manual, applicable technical standards or use of sub-standard mounting structures, where it is established against measurable technical parameters;
 - b) forbidden repairs, modifications, installations and component replacement has been undertaken;
 - c) force majeure events such as natural disasters occur (while supply chain disruptions due to wars, riots or commercial/logistical impacts will not be treated as force majeure for warranty exclusion);

¹ As per the OM, the ‘Warranty Commencement Date’ will be the date of installation or commissioning of the solar PV system, provided that the solar modules are deployed at the site within 6 (six) months from the date of the manufacturer’s sale invoice. In case this period is more than 6 (six) months, the warranty period will stand reduced proportionately to the corresponding delay.

- d) exposure to improper voltage, power surges, abnormal environmental conditions where such conditions are established through measurable and test-based criteria;
- e) glass breakage caused from verified external or man-made damage or tempering of name plate or module serial number;
- f) failure to match the shipping address as per the invoices;
- g) installation in mobile devices (excluding approved PV tracking systems), marine environments² or for non-standard applications unless such usage is expressly permitted under the applicable technical specifications;
or
- h) misuse, neglect, tampering, or improper handling of the solar modules.

4. **Complaint handling and resolution:** The OM requires the manufacturers to create an online portal and maintain formal complaint-handling and tracking mechanisms, including helplines, warranty certificates, defined escalation processes, prescribed timelines for acknowledgment and resolution of complaints, and procedure for acceptance or rejection of a claim/automatic closure of complaints due to non-response by the consumer.

As per the OM, fixed timelines to address consumer complaints are required to be made available periodically on the online portal, which must be: (a) 24 (twenty-four) to 48 (forty-eight) hours for response/acknowledgement of the complaint; (b) 7 (seven) days for inspection by the manufacturer; (c) 30 (thirty) days for repair and replacement of defective solar modules (extendable up to 90 (ninety) days where fresh production is required); (d) 7 (seven) to 10 (ten) working days for technical assessment and root cause analysis for verification of defects or performance issues by the relevant quality assurance and quality control team.

The technical assessment conducted by the relevant quality assurance and quality control team may be reviewed and evaluated by the manufacturer and where visual inspection is insufficient, the manufacturer may visit the site for physical inspection of such defects or deficiencies. The acceptance or rejection of the warranty claims by the manufacturer must be based on defined and uniform evaluation criteria and must be formally communicated to the consumers along with supporting reasons.

The OM also provides for specific scenarios in relation to repair and replacement of solar modules including the associated cost allocation, which are as follows:

- a) where repair or replacement is not feasible, the manufacturer must initiate a refund at the original purchase price in accordance with the OM;
- b) where the solar module is not being manufactured by the manufacturer at the relevant time, the manufacturer can compensate the consumer by paying the commensurate cost;
- c) in case there is a verified power loss, the manufacturers may supply additional solar modules as may be technically appropriate;
- d) where the replacement of defective solar modules is required, manufacturers must provide new solar modules (which are NOT refurbished, repaired or re-manufactured) with equivalent or superior technical specifications to the consumer. The replaced solar module will continue to be covered under warranty as per the original warranty specifications and remaining warranty period;
- e) when there are verified manufacturing defects, manufacturers will bear costs associated with labour and transportation, installation, removal, replacement of module, etc; and
- f) for disputed claims requiring third-party testing, costs must be shared initially on a 50:50 basis between the manufacturer and consumer and the party whose position is conclusively found to be incorrect will bear the full cost of such testing.

² For the purpose of warranty exclusion, “marine environment” will be defined by the manufacturer based on measurable technical criteria, including proximity to coastline, salinity exposure levels, corrosion classification, or other relevant parameters, so as to avoid ambiguity for coastal and near-coastal installations.

5. **Force majeure:** The manufacturers are not liable for any failure or delay in performance under this warranty caused by force majeure events (such as earthquakes, floods, cyclones.). Provided that supply chain disruptions, including those arising due to wars, riots, or related commercial and logistical impacts, are not treated as force majeure for the purpose of warranty exclusion.
6. **Limitation of liability:** The manufacturers are also not liable for any damage or injury to persons or property, or for any indirect, incidental, or consequential losses arising from or related to the use, installation, or performance of the solar module, including any defects in the solar module.
7. **Continuity of warranty obligations and transfer:** Warranty will be applicable as long as the solar modules remain installed at the original project location. Additionally, in the event of company restructuring, merger, insolvency, or dissolution, appropriate legal or financial mechanisms may be established to honour the warranty obligations. Warranty transfer will be permitted only where legal documentation supports ownership transfer and solar module traceability is maintained.
8. **Institutional liability:** Distribution companies or implementing agencies cannot be a party to warranty claims, disputes, or settlement processes. Warranty redressal will remain a direct contractual and operational responsibility of the consumer and the manufacturer in line with the contractual or warranty related documents executed.

Conclusion

The issuance of this OM is a commendable step towards streamlining dispute resolution between manufacturers and consumers and standardising procedures for warranty claims management. The practical effectiveness and benefit of the standard operating procedure issued under the OM, remains to be seen in contractual structures and across the solar value chain.

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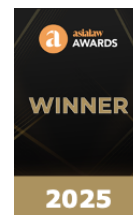
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